

Mardelle J. Morantz
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Columbus, Ohio 43209-0691

ORIGINAL
Received & Inspected
OCT 27 2008
FCC Mail Room
07-51

October 19, 2008

FCC Consumer Center
Federal Communications Commission
445 12th Street S.W.
Washington, D.C. 20554

Re: Order FCC-07-189, DA-08-1107, Warner Cable - Columbus

To Whom It May Concern;

This updates prior communications sent regarding Time Warner Cable (AKA Warner Cable) and their violations of exclusivity at MDU's managed by Ebner Properties.

Though the evidence is specific for the Ebner Properties managed building owned by Regency Plaza LLC, it appears to apply to other buildings with the same members as owners.

These buildings are garden type apartments with a common entrance. Cable hookup is in a room shared by Warner Cable and the local natural gas supplier (Columbia Gas of Ohio).

It appears that Warner Cable attempted to go around your October 30, 2007 order by creating a new agreement. This agreement may appear to allow others to install cable equipment in the above described room. However:

1. Warner Cable is the only company allowed to solicit in this building. They even have a key to the entrance doors of the building.

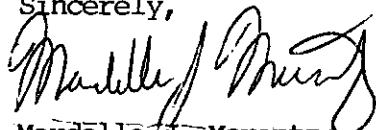
2. Warner Cable representatives tell residents and leave notes stating that they have an exclusivity agreement and if residents want cable service, it has to be through Warner Cable.

3. When other video services providers are contacted, they are told they are not permitted to service Regency Plaza LLC

4. When I contacted Warner Cable Columbus executives for denial to these allegations, I receive (despite 3 requests) a letter from Ms. Kathy Chamberlain simply stating that she doesn't think there is an exclusivity agreement but no notarized statement or other evidence to support her letter.

In another complaint, Warner Cable is only giving credits for loss of service from a windstorm to those who call Warner Cable Customer Service reps. They are well aware that there is only one service line to certain buildings or areas so if that line is compromised, many people do not receive service. They can simply go through all customers in one location and award credits faster than having everyone call them. And the only way people would know to call is to watch one station's tv newscast on a given date.

Sincerely,



Mardelle J. Morantz
CC: John Sumner
Robert Cohen

No. of Copies rec'd 0
List ABCDE

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EASEMENT AND MEMORANDUM OF AGREEMENT

DOCUMENT PREPARED BY:

Jeff Kerscher

AFTER RECORDING, RETURN TO:

TWC Mid-OH

200806250097930

Pgs 6 \$50.00 T200806243075
06/25/2008 3:24PM HAC
Robert G. Montgomery
Franklin County Recorder

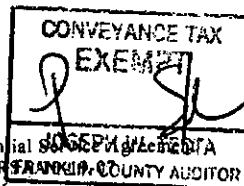
1. Grant of Easement

In consideration of the covenants and agreements in the Agreement (as defined below), for \$10, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Regency Plaza, LLC (an Ohio Limited Liability Company), ("Grantor") grants to Time Warner Cable, LLC, through its Mid-Ohio Division, ("Grantee"), its successors and assigns, a non-exclusive easement on Grantor's property and all its improvements (as described in the attached Attachment 1) (the "Property"). This Easement is for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, market (as specified in the Agreement), maintain, upgrade, repair, replace, and remove a system (including internal and external wiring, poles, conduits, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of multi-channel video, television, entertainment, Internet, and other services that may be delivered over the System to the Property and any other properties that can be served by such System, as more fully provided in the Residential Services Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). The location of the Easement shall be as set forth in the drawings attached to Attachment 1, or, in the absence of such drawings, three feet on either side of the System as actually built. During the term of the Agreement and this Easement, Grantee shall own, and Grantee shall have the exclusive right to access, control and operate, the System according to the terms of the Agreement. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Ownership and removal of the System after the expiration of the Agreement and this Easement shall be pursuant to the Agreement. Grantor will also provide reasonable space for Grantee's equipment.

Grantor reserves the right to grant other easements on the Property, but will not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein.

Grantee will have and hold the easement, together with every right and appurtenance connected to it, for an initial period of seven (7) years, and for so long thereafter during the Term of the Agreement (including any modifications, replacements or extensions thereof) (the "Term"). Upon the natural expiration of the Term or proper earlier termination of the Agreement by Grantor for Grantee's uncured breach under the Agreement, this Easement automatically will terminate after an additional 90-day continuation period solely for the purpose of allowing Grantee to remove its System in accordance with the Agreement. Grantor, its successors and assigns hereby agree to warrant and forever defend the Easement to Grantee--as well as its successors and assigns--against every person who claims any part of it.

This easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent owners of the Property, as well as on others who may claim an interest in the Property.



Confidential & Proprietary Residential
EP TWC Regency Plaza
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TRANSFER
NOT NECESSARY

JUN 25 2008

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

772

2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee certain exclusive rights to market and provide multi-channel video services and the right to provide Internet and other additional services to residents of the Property.

DATED EFFECTIVE AS OF: NOVEMBER 1, 2007

Regency Plaza, LLC
(an Ohio Limited Liability Company)

By: [Signature]

Printed Name: Mark H. Ebner

Title: Agent

Date: 11-19-2007

WITNESSED BY (if required):

By: _____

Printed Name: _____

Title: _____

Date: _____

State of Ohio

County of Franklin

This instrument was acknowledged before me by Mark H. Ebner as the Agent
of Regency Plaza, LLC on 19 November, 2007.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: _____



Rebekah A. Church
Notary Public-State of Ohio
My Commission Expires
May 28, 2008

State of _____

County of _____

This instrument was acknowledged before me by _____ as a witness to the
execution of this instrument by the above-named Grantor representative on _____, 2007.

Witness my hand and official seal.

Notary Public

[SEAL]

My commission expires: _____